

**AGREEMENT BETWEEN THE  
LAKE COUNTY VALUE ADJUSTMENT BOARD  
AND  
AARON THALWITZER, ESQ. FOR  
ATTORNEY SERVICES**

**RFP #15-0023**

**THIS AGREEMENT** is made by and between the Lake County Value Adjustment Board hereinafter the "VAB," and Aaron Thalwitzer, Esq., hereinafter the "Attorney."

**RECITALS:**

**WHEREAS**, the VAB has determined that it is necessary to obtain outside legal services to provide representation to its members; and

**WHEREAS**, the VAB did solicit applications from members of the Florida Bar pursuant to RFP #15-0023; and

**WHEREAS**, the Attorney has been licensed to practice law in the State of Florida for a period of five (5) or more years, and is experienced in municipal and governmental law, and is desirous of acting as outside counsel to the VAB.

**NOW, THEREFORE**, it is agreed to as follows:

1. Scope of Services. Attorney accepts the employment as legal counsel for the VAB, and agrees to render to the best of his ability the services described herein during the term of this Agreement. At all times during the term of this Agreement, Attorney shall comply with the following:

A. The primary role of the Attorney shall be to advise the VAB on all aspects of the value adjustment board process to ensure that all actions taken by the VAB and its appointees meet the requirements of the law.

B. Attorney shall advise the VAB in a manner that will promote and maintain a high level of public trust and confidence in the administrative review process.

C. Attorney is not an advocate for either party in a value adjustment board proceeding, but instead ensures that the proceedings are fair and consistent with the applicable law.

D. Attorney shall advise the VAB of the actions necessary for compliance with the law.

E. Attorney shall advise the VAB regarding (i) composition and quorum requirements; (ii) statutory training and qualification requirements for special magistrates and

members of the VAB; (iii) legal requirements for recommended decisions and final decisions; (iv) public meetings and open government laws; and (v) any other duties, responsibilities, actions or requirements of the VAB consistent with the laws of the State of Florida.

F. Attorney shall review and respond to written complaints alleging noncompliance with the law by the VAB, special magistrates, board clerk or parties to an administrative proceeding. Attorney shall send a copy of the complaint along with the response to the Department of Revenue. This section does not refer to routine requests for reconsideration, requests for rescheduling, nor pleadings and argument petitions.

G. Attorney shall, upon appointment by the VAB, send his contact information to the Department of Revenue, Property Tax Oversight Program, as specified in Rule 12D-9.009, F.A.C.

H. Attorney agrees that Attorney shall not represent the property appraiser, the tax collector, any taxing authority, or any property owner in any administrative or judicial review of property taxes while this Agreement remains in effect.

2. Compensation for Services. As compensation for services provided by Attorney, VAB shall pay the Attorney the sum of **\$150.00 per hour**, or fraction thereof, spent by Attorney in providing such legal services. Attorney shall begin billing the hourly rate from the time Attorney arrives at the Lake County Administration Building for the VAB hearing(s), until the time the VAB adjourns. Attorney shall additionally charge the VAB a per diem travel rate of \$50.00 per roundtrip to the VAB to cover any incidental costs such as tolls or meals. Attorney shall track their mileage and shall be reimbursed for mileage at the approved IRS rates. Attorney shall submit a detailed statement of time spent to VAB on a monthly basis. Invoices shall be submitted by the tenth (10<sup>th</sup>) of the each month to the Clerk of the Court, Finance Department, ATTN: Barbara Lehman, at P.O. Box 7800, Tavares, Florida 32778. Attorney shall not be permitted to bill the VAB for time spent driving to Attorney's contracted duties.

All invoices shall contain the contract number, date and location of services, and confirmation of acceptance of the services by the appropriate VAB representative. Failure to submit the invoices in the prescribed manner will delay payment, and the Attorney may be considered in default of contract and this Agreement may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

3. Term. This Agreement shall commence upon the date the last party hereto executes it, **and shall continue for a period of twelve (12) months thereafter.** The hourly rates set forth herein shall prevail for the full duration of the initial term. Prior to, or upon completion, of the initial term of this Agreement, the **VAB shall have the option to renew this Agreement for two (2) additional twelve (12) month periods** under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a VAB prerogative, and not a right of the Attorney. This prerogative may be exercised only when such continuation is clearly in the best interest of the VAB.

4. Insurance. Attorney shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to VAB, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the Attorney or by anyone directly or indirectly employed by Attorney, or by anyone for whose acts Attorney may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. Attorney shall not commence work under the Agreement until VAB has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the Attorney must provide a notarized statement that if he or she is injured, he or she will not hold the VAB responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, Attorney, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

(vi) **Lake County Value Adjustment Board**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the VAB of any material change or cancellation of the required insurance. It is the Attorney's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY VALUE ADJUSTMENT BOARD, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the VAB, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the VAB.

(xi) VAB shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the VAB evidencing coverage and terms in accordance with the Attorney's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the VAB. At the option of the VAB, the insurer shall reduce or eliminate such self-insured retentions, or the Attorney or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The VAB shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the VAB and/or subcontractor providing such insurance.

(xiv) Neither approval by the VAB of any insurance supplied by the Attorney, nor a failure to disapprove that insurance, shall relieve the Attorney of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the Attorney to certify compliance, on the certificate of insurance, with all of the above requirements, then the Attorney is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.



5. Termination. This Agreement may be terminated by the VAB upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the VAB until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of VAB with the required 30 day advance written notice, VAB shall reimburse Attorney for actual work satisfactorily completed and reasonable expenses incurred to the date of termination.

B. Termination for Cause. Termination by VAB for cause, default, or negligence on the part of Attorney shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

6. Public Records. If, when, and to the extent during its activities under this Agreement a court determines that the Attorney is a "contractor" for purposes of Section 119.0701, Florida Statutes, Attorney shall comply with all requirements thereunder.

7. No Assignment of Services. The parties agree that the services provided hereunder are personal in nature and that Attorney cannot assign this Agreement to another individual or firm.

8. Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to ATTORNEY:

Aaron Thalwitzer, Esq.  
1990 W. New Haven, Ste. 201  
Melbourne, Florida 32904

If to VAB:

Clerk of the Court - Finance  
Lake County Administration Building  
315 West Main Street, Suite  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

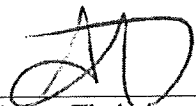
9. No Prior Representations. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreement whether oral or written.

10. Modifications. It is further agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

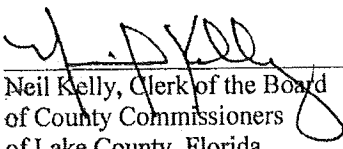
**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Lake County Value Adjustment Board through its duly authorized Chairman, and Aaron Thalwitzer, Esq. executing on his own behalf.

**ATTORNEY:**


  
\_\_\_\_\_  
Aaron Thalwitzer, Esq.

**VAB**

**ATTEST:**

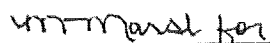
  
\_\_\_\_\_  
Neil Kelly, Clerk of the Board  
of County Commissioners  
of Lake County, Florida

**VALUE ADJUSTMENT BOARD**

  
\_\_\_\_\_  
Sean M. Parks  
Chairman

This 23 day of July, 2015.

Approved as to form and legality:

  
\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney